

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA**

LAUREN CUNNINGHAM

DOCKET NO.: 6:18-cv-00558

v.

JUDGE _____

ZEUS CAFÉ, INC., ET. AL.

MAGISTRATE WHITEHURST

ANSWER

NOW INTO COURT, through undersigned counsel, come Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi sought to be made defendants in the above-entitled and numbered cause, who, categorically deny each and every allegation of the Complaint for Damages filed by Lauren Cunningham, save and except for those allegations which may be hereinafter admitted, modified or explained, and for answer to that Complaint, with respect, aver:

FIRST DEFENSE

The Complaint fails to state a claim or cause of action against Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi upon which relief can be granted pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure.

SECOND DEFENSE

Any claims arising under Title VII are barred to the extent Plaintiff has failed to fully, properly, and timely exhaust her administrative remedies or satisfy the administrative prerequisites to filing suit against Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant

Group and Nidal Balbeisi under Title VII. Specifically, plaintiff did not file her complaint with the Equal Employment Opportunity Commission within 180 days of the complained of incident. Accordingly, Plaintiff's Complaint fails to state a claim upon which relief can be granted pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure. Based on the foregoing, Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi request that Plaintiff's Complaint against them be dismissed with prejudice.

THIRD DEFENSE

Any claims arising under Title VII are barred as Zeus Café, Inc., by whom plaintiff was employed at all times pertinent, does not meet the definition of employer under title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e. As Zeus Café, Inc. does not meet the statutory definition of employer, it cannot be liable to plaintiff under Title VII and thus, this Court is without jurisdiction to consider plaintiff's Title VII claims. Accordingly, plaintiff's Complaint must be dismissed pursuant to Rule 12(b)(1) and 12(b)(6) of the Federal Rules of Civil Procedure as the Court lacks subject matter jurisdiction. Accordingly, based on the foregoing, Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi request that plaintiff's Complaint against them be dismissed with prejudice.

FOURTH DEFENSE

Any claims arising under Title VII are barred to the extent plaintiff has failed to fully, properly and timely exhaust her administrative remedies or satisfy the administrative prerequisites to filing suit against Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant

Group and Nidal Balbeisi under Title VII. Specifically, plaintiff failed to file her suit within 90 days of receipt of the Notice of Right to Sue issued on January 23, 2018. Plaintiff's suit was not timely filed and her Title VII claims have prescribed or are otherwise time barred by the applicable law governing prescription and/or statutes of limitations. Plaintiff's Complaint fails to state a claim upon which relief can be granted pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure. Based on the foregoing, Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi request that plaintiff's Complaint against them be dismissed with prejudice.

FIFTH DEFENSE

All of the claims set out in the Complaint, specifically her civil law negligence and battery claims, have prescribed or are otherwise time-barred by the applicable law governing prescription and/or statutes of limitations. Accordingly, the Complaint fails to state a claim upon which relief can be granted pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure. Based on the foregoing, Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi request that Plaintiff's Complaint against them be dismissed with prejudice.

SIXTH DEFENSE

Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi plead the defense of lack of subject matter jurisdiction. Plaintiff's claims against Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food

Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi lack subject matter jurisdiction and/or are the result of improper joinder and should be dismissed. Accordingly, the Complaint fails to state a claim upon which relief can be granted pursuant to Rule 12(b)(6) of the Federal Rules of Civil Procedure. Based on the foregoing, Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi request that Plaintiff's Complaint against them be dismissed with prejudice.

SEVENTH DEFENSE

Subject to and without waiving any of the other defenses, for further answer and as a separate defense, Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi first answer the specific allegations contained within the separately numbered paragraphs of Plaintiff's Complaint as follows:

1.

The allegations of paragraph 1 of plaintiff's Complaint require neither affirmation nor denial on the part of these defendants. The Court is empowered to determine whether it has jurisdiction over the subject matter of the lawsuit and the parties named defendant. Insofar as the allegations of paragraph 1 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

2.

The allegations of paragraph 2 of plaintiff's Complaint are denied for lack of sufficient information to justify a belief therein. Insofar as the allegations of paragraph 2 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

3.

The allegations of paragraph 3 of plaintiff's Complaint are denied, all and singular, save and except to admit that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group, Nidal Balbeisi and Amjad Al-Baqain are sought to be made defendants herein. Insofar as the allegations of paragraph 3 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

4.

Zeus Café, Inc. and Nidal Balbeisi admit that on or about October 10 and 11, 2016, plaintiff was employed by Zeus Café, Inc. in the capacity as waitress and that defendant Amjad Al-Baqain was employed by Zeus Café, Inc. in the capacity of manager. Zeus Café, Inc. denies all remaining allegations of paragraph 4 of plaintiff's Complaint. Zeus

Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC and Balbeisi Restaurant Group deny the allegations of paragraph 4 of plaintiff's Complaint for lack of information sufficient to justify a belief therein. Defendants specifically deny that plaintiff was an employee of Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi. Defendants specifically deny that they are jointly, severally or *in solido* liable unto plaintiff in any amount or for any reason. Insofar as the allegations of paragraph 4 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

5.

The allegations of paragraph 5 of plaintiff's Complaint are denied, all and singular. Defendants specifically deny that plaintiff was an employee of Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi. It is also specifically denied that Amjad Al-Baqain sexually harassed and/or battered plaintiff and that plaintiff has sustained severe traumatic injury. Insofar as the allegations of paragraph 5 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

6.

The allegations of paragraph 6 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 6 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

7.

The allegations of paragraph 7 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 7 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

8.

Zeus Café, Inc. and Nidal Balbeisi admit that there exists video evidence of plaintiff entering a cooler at Zeus Café, Inc. at some point during the course of her work shift. Zeus Café, Inc. and Nidal Balbeisi deny the remaining allegations of paragraph 8 of plaintiff's Complaint. Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC and Balbeisi Restaurant Group deny the allegations of paragraph 8 of plaintiff's Complaint, all and singular and specifically deny ownership or custody of the cooler identified in paragraph 8 of plaintiff's Complaint. Insofar as the allegations of paragraph 8 of plaintiff's Complaint seeks to allege, aver, assert, imply

or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

9.

The allegations of paragraph 9 of plaintiff's Complaint are denied, all and singular. Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC and Balbeisi Restaurant Group deny ownership or custody of the cooler identified in paragraph 9 of plaintiff's Complaint. Insofar as the allegations of paragraph 9 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

10.

The allegations of paragraph 10 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 10 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

11.

The allegations of paragraph 11 of plaintiff's Complaint are denied, all and singular. It is specifically denied that Amjad Al-Baqain was an employee of Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC and Balbeisi Restaurant Group. Insofar as the allegations of paragraph 11 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

12.

The allegations of paragraph 12 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 12 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

13.

The allegations of paragraph 13 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 13 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and

Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

14.

The allegations of paragraph 14 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 14 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

15.

The allegations of paragraph 15 of plaintiff's Complaint are denied, all and singular. It is specifically denied that Yousef Balbeisi was, at any time pertinent, a member of the management staff of Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC and Balbeisi Restaurant Group or an employee in any capacity of Zeus Café, Inc.

16.

The allegations of paragraph 16 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 16 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

17.

The allegations of paragraph 15 of plaintiff's Complaint are denied, all and singular. It is specifically denied that Ismail Balbeisi was, at any time pertinent, a member of the management staff of Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC and Balbeisi Restaurant Group or an employee in any capacity of Zeus Café, Inc.

18.

The allegations of paragraph 18 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 18 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

19.

Zeus Café, Inc. and Nidal Balbeisi admit the allegations of paragraph 19 of plaintiff's Complaint. Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC and Balbeisi Restaurant Group deny the allegations of paragraph 19 of plaintiff's Complaint for lack of sufficient information to justify a belief therein. Insofar as the allegations of paragraph 19 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

20.

The allegations of paragraph 20 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 20 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

21.

The allegations of paragraph 21 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 21 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

23.

The allegations of paragraph 23 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 23 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

24.

The allegations of paragraph 24 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 24 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

25.

The allegations of paragraph 25 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 25 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

26.

The allegations of paragraph 26 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 26 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

27.

The allegations of paragraph 27 of plaintiff's Complaint and the allegations of paragraphs 1 through 26 are denied, all and singular, save and except as admitted or explained in the separately numbered paragraphs herein. Insofar as the allegations of paragraph 27 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

28.

The allegations of paragraph 28 of plaintiff's Complaint are denied, all and singular. Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC and Balbeisi Restaurant Group specifically deny that Amjad Al-Baqain was, at any time pertinent, their employee. Insofar as the allegations of paragraph 28 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

29.

The allegations of paragraph 29 of plaintiff's Complaint are denied, all and singular. Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC and Balbeisi Restaurant Group specifically deny that Amjad Al-Baqain was,

at any time pertinent, their employee. Insofar as the allegations of paragraph 29 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

30.

The allegations of paragraph 30 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 30 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

31.

The allegations of paragraph 31 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 31 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

32.

The allegations of paragraph 32 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 32 of plaintiff's Complaint seeks to allege, aver,

assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

33.

The allegations of paragraph 33 of plaintiff's Complaint and the allegations of paragraphs 1 through 32 are denied, all and singular, save and except as admitted or explained in the separately numbered paragraphs herein. Insofar as the allegations of paragraph 33 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

34.

The allegations of paragraph 34 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 34 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

35.

The allegations of paragraph 35 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 35 of plaintiff's Complaint seeks to allege, aver,

assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

36.

The allegations of paragraph 36 of plaintiff's Complaint are denied, all and singular. Insofar as the allegations of paragraph 36 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

37.

The allegations of paragraph 37 of plaintiff's Complaint are denied, all and singular. Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC and Balbeisi Restaurant Group specifically deny that Amjad Al-Baqain was, at any time pertinent, their employee. Insofar as the allegations of paragraph 37 of plaintiff's Complaint seeks to allege, aver, assert, imply or infer that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are in any way liable or responsible to plaintiff, said allegations averments, assertions, implications and inferences are expressly denied.

38.

The allegations of paragraph 38 of plaintiff's Complaint require neither affirmation or denial by these defendants.

EIGHTH DEFENSE

Plaintiff's claims are false, unfounded, and groundless, and accordingly Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are entitled to an award of all fees and costs incurred in defending this matter pursuant to 42 U.S.C. §1988, *et. seq.*

NINTH DEFENSE

Plaintiff's claims are frivolous, without foundation, vexatious, are brought in bad faith, and Defendants, Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi reserve all rights to avail themselves of all remedies and sanctions available at law or equity to seek redress for the filing of such claims.

TENTH DEFENSE

Plaintiff's claims are barred, in whole or in part, to the extent they exceed the scope of or are inconsistent with the charge of harassment and discrimination Plaintiff filed with the Equal Employment Opportunity Commission.

ELEVENTH DEFENSE

Plaintiff unreasonably failed to avail herself of complaint or grievance opportunities established by Zeus Café, Inc. and designed to prevent and correct any alleged discrimination or harassment in her workplace.

TWELFTH DEFENSE

At all times pertinent to this litigation, Zeus Café, Inc. complied with all policies and procedures which it had in place, and, which were adequate and appropriate and designed to prevent and promptly correct any and all alleged discrimination or harassment of any kind. These procedures were known to Plaintiff.

THIRTEENTH DEFENSE

Zeus Café, Inc. denies any and all liability to Plaintiff. Zeus Café, Inc. further contends that all employment actions it undertook with regard to Plaintiff were based upon sound business/professional decisions, non-discriminatory and non-retaliatory practices, were taken with reasonable grounds for believing that such actions or omissions were appropriate, and at all times, Zeus Café, Inc. acted in good faith and at no time intended to discriminate, harass, retaliate against, or cause injury or harm to Plaintiff on any basis or for any reason.

FOURTEENTH DEFENSE

Zeus Café, Inc. pleads that Plaintiff is estopped and barred from alleging in this action matters which were not properly alleged or within the scope of charges timely filed with the Equal Employment Opportunity Commission.

FIFTEENTH DEFENSE

Zeus Café, Inc. asserts that Plaintiff cannot recover actual and punitive damages under multiple or different theories and causes of action for the same or similar acts. Plaintiff is entitled to only one remedy for her claim.

SIXTEENTH DEFENSE

At all times maintaining any and all denials of liability, Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi affirmatively aver that if the damages or injuries alleged by Plaintiff should somehow exist, which is at all times expressly denied, then any and all such damages or injuries were not sustained as a result of any negligence, fault, want of care, or any intentional act on the part of Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi .

SEVENTEENTH DEFENSE

To the extent liability is established, which said liability is expressly and unconditionally denied, Plaintiff has failed to state a claim for which punitive damages are available.

EIGHTEENTH DEFENSE

In the alternative, and only in the event that liability on the part of Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi is somehow found, which is at all times specifically and expressly denied, Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi aver that plaintiff has failed to fully and properly mitigate any alleged damages as required by law, which serves as a complete bar and/or in mitigation and reduction of any recovery herein.

NINETEENTH DEFENSE

At all times specifically and expressly denying plaintiff's allegations, in the event that somehow liability or fault is found against Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi (which is at all times specifically and expressly denied herein), Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi do hereby seek to avail themselves of all ceilings and other limitations on damages affected by law, including, but not limited to the provisions of 42 U.S.C. §2000(e), *et. seq.* and 42. U.S.C. §1981(a), *et. seq.*

TWENTIETH DEFENSE

Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi plead any and all other defenses and/or affirmative defenses available under applicable law and reserve the right to supplement and/or amend this Answer to assert additional defenses.

TWENTY-FIRST DEFENSE

Zeus Café, Inc. and Nidal Balbeisi admit that Amjad Al-Baqain was employed by Zeus Café, Inc. on or about October 11 and 12, 2016. However, to the extent plaintiff's allegation concerning the acts and actions of Amjad Al-Baqain are true, which is at all times denied, then and in that event, Amjad Al-Baqain was not acting in the course and scope of his employment with Zeus Café, Inc. at the time he allegedly committed the acts alleged by plaintiff. Therefore, Zeus Café, Inc. and Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group

and Nidal Balbeisi are not vicariously liable for the alleged acts and actions of Amjad Al-Baqain.

TWENTY-SECOND DEFENSE

Zeus Café, Inc. contends that it properly trained and advised Amjad Al-Baqain that the conduct alleged by plaintiff was improper and not acts or actions condoned by Zeus Café, Inc.

TWENTY-THIRD DEFENSE

Zeus Café, Inc. and Nidal Balbeisi further allege that they neither knew or should have known of plaintiff's allegations concerning Amjad Al-Baqain's behavior, acts and actions because neither plaintiff nor any one else reported the allegations concerning Amjad Al-Baqain's behavior, acts or actions to Zeus Café, Inc. or Nidal Balbeisi.

TWENTY-FOURTH DEFENSE

To the extent plaintiff's allegations concerning the acts, actions and behavior of Amjad Al-Baqain are true, which is at all times denies, such actions are intentional torts for which Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi are neither liable or responsible under the theory of vicarious liability or any theory at law.

REQUEST FOR JURY TRIAL

Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi expressly request a trial by jury to any and all extent that the claims at issue in this matter are triable to a jury.

WHEREFORE, Defendants Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi pray that this their Answer to plaintiff's Complaint be deemed good and sufficient and that after due proceedings are had, there be judgment herein in Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi's favor and against Lauren Cunningham, dismissing any and all of Plaintiff's claims with full prejudice and at Plaintiff's costs, and that Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi recover their costs and reasonable attorney fees for having to defend this action. Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi further pray for a trial by jury.

AND FOR ALL GENERAL AND EQUITABLE RELIEF, ETC.

Respectfully submitted,

DAVIDSON, MEAUX, SONNIER, McELLIGOTT
FONTENOT, GIDEON & EDWARDS

s/s Kyle L. Gideon

KYLE L. GIDEON #14288

CHRISTOPHER B. ORTTE #37824

Post Office Drawer 2908

Lafayette, LA 70502

(337) 237-1660

Counsel for: Defendants, Zeus Café, Inc., Zeus Mediterranean, LLC, Zeus, UL, LLC, Zeus Café New Orleans, LLC, Balbeisi Food Services, LLC, Balbeisi Restaurant Group and Nidal Balbeisi

CERTIFICATE OF SERVICE

HEREBY CERTIFY that on the 29th day of June 2018, a copy of the foregoing was filed electronically with the Clerk of Court using the CM/ECF system.

s/s Kyle L. Gideon
KYLE L. GIDEON